

**Games Velocity Program Addendum
to the Google Play Developer Distribution Agreement**

The following Addendum to the Google Play Developer Distribution Agreement ("Addendum") are an addendum to the terms of the Google Play Developer Distribution Agreement, currently available at <https://play.google.com/about/developer-distribution-agreement.html> (the "DDA") and are entered into between the entity indicated in the signature line below ("You" or "Developer") and Google Commerce Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland ("Google Commerce"); and Google Asia Pacific Pte Limited whose principal place of business is at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371 ("Google Asia Pacific"); Google LLC, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google LLC"); and Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland ("Google Ireland"). In this Addendum, "Google" will mean Google Asia Pacific, Google Commerce, Google LLC and/or Google Ireland as the context requires.

BACKGROUND

Developer has agreed to the terms of the DDA to distribute Products to users via Google Play.

Now the parties wish to enter into this Addendum to set forth certain commercial terms relating to Developer's participation in Google Play.

This Addendum is effective as of the last date signed by the parties (the "Effective Date").

1. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the DDA.

2. Google Obligations.

- A.** Developer will have the opportunity to enter into an addendum to the applicable advertising agreement ("Ad Addendum") where, subject to the parties reaching mutual agreement on the terms of such Ad Addendum, Google will provide Developer with advertising credits in an amount and subject to the terms set forth in the Ad Addendum. The Ad Addendum may also include consulting services relating to Developer's use of Google ad services.
- B.** Developer will have the opportunity to enter into an addendum to the applicable Google Cloud Platform agreement ("Cloud Addendum") where, subject to the parties reaching mutual agreement on the terms of such Cloud Addendum, Google will provide Developer with Google Cloud credits in an amount and subject to the terms set forth in the Cloud Addendum. The Cloud Addendum may also include consulting services relating to Developer's use of Google Cloud services.
- C.** Google will provide Developer a minimum of \$2,000,000.00 in support as mutually agreed, such as through helping Developer to host events, consultation with Developer on its creation of content, and providing production funds in connection with Developer's efforts to create its content on YouTube. Following the mutual agreement (not to be unreasonably withheld) of the parties on a plan regarding each of the items immediately below ("YouTube Plan"), Google may either pay Developer directly or a third party (as mutually agreed) to support qualifying elements/expenses incurred in connection with the YouTube Plan. The YouTube Plan may include

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the following, as mutually agreed:

- Google-approved agency fees for ongoing optimization and content production on Developer and Individual Game owned and operated channels for publicly posted content (not unlisted and/or private)
 - Creative development for Riot titles: social and community content (e.g. engaging and directly paying a third party or other mutually agreed-upon third party production companies)
 - Up to two YouTube Creator workshops in collaboration with Developer community teams aimed at scaled education and direct support of creator YouTube content.
- D.** Google will invest a minimum of \$1,000,000.00 for Developer to include mutually agreed upon game titles in content marketing promotions managed by Google through third parties, such as YouTube creators, publishers, and other similar editorial partners ("Google Partners") to promote mutually agreed upon game titles to consumers. Developer and Google will agree upon the details of the marketing promotions prior to launch. Developer grants Google and Google Partners a nonexclusive license to use and distribute Developer's trademarks and other assets from such mutually agreed upon game titles in connection with the marketing promotions.
- E.** Google shall invest a minimum of \$15,000,000.00 in co-marketing funds to market and promote Developer's titles on Google Play as follows:
- \$15,000,000.00 will be provided to Developer for custom marketing campaigns which includes campaigns run to date. Developer will have the opportunity to include mutually agreed upon game titles in certain marketing activities created and managed by Google to promote mutually agreed upon game titles to consumers. Google is authorized to launch a campaign to promote such mutually agreed upon game titles in cooperation with Developer. Developer grants Google and Google's partners a nonexclusive license to use and distribute Developer's trademarks and other assets from mutually agreed upon game titles in connection with the campaign. Google will comply with Developer's trademark usage guidelines provided to Google in advance. Developer will have the opportunity to preview the use of game assets prior to distribution and the parties will discuss in good faith any comments or concerns raised by Developer about the use of game assets in any campaign. Developer will have the opportunity to receive mutually agreed upon performance metrics of the custom campaign, for example:
Media Spend – Campaign Planning Overview:
 - Campaign Flight Dates (Start Date, End Date)
 - Media Channels Overview (i.e., YouTube Pre-Rolls, Display banners)
 - Countries
 - Budget Distribution (By Country, By Month)

3. Developer Obligations.

- A.** Developer agrees that, during the Term, it will launch all mobile titles ("Titles"), including pre-registrations but excluding soft launches, on Google Play on the same date or prior to the date that Developer launches such Titles on any other mobile distribution channel.
- B.** Developer agrees that Google Play will not be disadvantaged in terms of the quality and promotion of

the Titles launched by Developer during the Term.

- (i) Developer agrees that the core content, features and functionality of the Titles available on Google Play will be the same as the equivalent app or game that Developer makes available on other mobile app stores excluding, for the avoidance of doubt, PC and console channels.
 - (ii) Developer will promote the Titles on Google Play in the same or equivalent manner as it promotes the equivalent Title that Developer makes available on other mobile app stores excluding, for the avoidance of doubt, PC and console channels. Exclusive promotions of Titles by or with mobile carriers are excluded from the obligation in this Section 3 B (ii) provided that the same promotions are available on Google Play to users on that carrier and the promotions comply with the DDA.
 - (iii) Developer will have the ability to opt-out of the game quality and promotion requirement set forth in this Section 3B in the European Economic Area, South Korea, Turkey, Taiwan, and Russia, but would not receive any title specific assistance from Google in those instances.
- C.** Except as mutually agreed upon by the parties, Developer will not remove any of the Titles from distribution on Google Play during the Term unless required by Google, applicable law or for routine repairs or maintenance (provided that in such case Developer makes such Title(s) available on Google Play promptly after such repairs or maintenance is completed).
- D.** Developer will make good faith efforts to work with Google to expand the Title's reach across Android devices.
- E.** Developer will maintain the quality of the Titles with a minimum user rating of 4.0 aggregated over the trailing 6 months. In the event that the minimum user rating for any Title falls below a user rating of 4.0 aggregated over the trailing 6 months, the parties will enter into good faith discussions regarding how to remedy the situation.
- F.** Developer will use good faith efforts to include the Titles in pre-registration and open beta programs.

4. Term; Termination.

- A.** This Addendum will become effective as of the Effective Date and continue in effect until December 31, 2020 (the "Term"), unless earlier terminated in accordance with Sections 4(B) or 4(C).
- B.** Either party may terminate this Addendum (i) effective upon written notice to the other party if the Titles are removed from Google Play, (ii) effective upon written notice if the other party is in material breach of this Addendum and the breach is incapable of remedy, (iii) if the other party is in material breach of this Addendum where the breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach, and (iv) for any reason on 90 days' written notice.
- C.** Google may terminate this Addendum upon written notice to Developer if Developer is in breach of any of the following: the DDA, the YouTube Plan, the Ad Addendum, the Cloud Addendum, the Co-Marketing Agreement, or any other agreement or arrangement referenced in Section 2 of this Addendum.
- D.** Upon any termination of this Addendum by Google, the YouTube Plan, Ad Addendum, the Cloud

Addendum, the Co-Marketing Agreement, and any other agreement referenced in Section 2 of this Addendum will automatically terminate upon written notice from Google.

5. Territory. The terms of this Addendum shall be applicable worldwide, with the exception that (a) Developer's obligations in Section 3 of this Addendum will not apply to Titles distributed exclusively in the People's Republic of China for so long as Google Play is not available in the People's Republic of China and (b) Developer will use good faith efforts to comply with the terms of this Addendum in Hong Kong, Macau, Vietnam, and Taiwan as long as Developer uses third party publishers to publish Titles in these markets. If Developer decides to self-publish Titles in these markets, the terms of this Addendum shall be applicable.

6. General Provisions.

- A.** The terms of this Addendum are Confidential Information and may not be disclosed, except to employees, affiliates, agents, or professional advisors who need to know it and who have a legal obligation to keep it confidential. Neither party may make any public statement regarding this Addendum without the other's written approval.
- B.** All legal notices must be in English, in writing (which may be by email), and addressed to the other party's primary contact, which for Google is legal-notices@google.com. This Addendum and the DDA states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. The DDA remains in full force and effect. Where there is a conflict between the terms of this Addendum and the DDA, the terms of this Addendum apply.
- C.** ALL CLAIMS ARISING OUT OF OR RELATING TO THIS ADDENDUM WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN SANTA CLARA COUNTY, CALIFORNIA.

[signature page follows]




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IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

DEVELOPER: RIOT GAMES, INC.

GOOGLE LLC

DocuSigned by:
By: 
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By: _____

Name: Nicolo Laurent

Name: _____

Title: CEO

Title: _____

Date: 3/9/2020

Date: _____

GOOGLE IRELAND LIMITED

GOOGLE COMMERCE LIMITED

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GOOGLE ASIA PACIFIC PTE LIMITED

By: _____

Name: _____

Title: _____

Date: _____



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Google Cloud Platform Addendum - Velocity Program

This Addendum (the "Addendum") is incorporated by reference into the Google Cloud Platform License Agreement or the Google Cloud Platform Services Schedule between Google LLC (or its authorized reseller) and the Customer (as applicable, the "Agreement"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement. This Addendum will be effective from the date countersigned by the last party (the "Addendum Effective Date").

1. Additional Definitions.

- A. "Credit Accrual Period" means a defined 6 month period during the Term as set forth in Schedule A.
- B. "Credit Issuance Date" means either January 1st or July 1st of each year during the Term.
- C. "DDA" means the Google Play Developer Distribution Agreement, currently available at <https://play.google.com/about/developer-distribution-agreement.html>.
- D. "Game Launch Services" means Google services ordered by Customer under an Implementation Services Schedule to the Agreement or a Professional Services Agreement.
- E. "GCP Credits" means credits which may only be applied only toward the Fees incurred by Customer for use of the Services during the first 12 months after issuance.
- F. "Play Addendum" means the addendum to the terms of the DDA.
- G. "Term" means the period starting on the Addendum Effective Date and continuing until July 6, 2021.
- H. "Total Consumer Spend" means the aggregate transaction value of valid payment transactions associated with all of the Customer's titles through Google Play, exclusive of taxes, subject solely to adjustment for refunds and reversals.

2. GCP Credits.

- A. Credit Accrual. Subject to Section 2.C (Accrual Adjustment), during each Credit Accrual Period Customer will accrue GCP Credits up to 2% of the Total Consumer Spend ("Accrual Rate"). If the Addendum Effective Date occurs during the middle of a Credit Accrual Period, Customer will accrue credits for the Total Consumer Spend during the entire period. Each Credit Accrual Period and the corresponding Credit Issuance Dates and Credit Expiration Dates are listed in the attached Schedule A.
- B. Credit Issuance. Upon the first Credit Issuance Date after the Credit Earning Period, Google will issue the accrued GCP Credits from such period to Customer (or its reseller).
- C. Accrual Adjustment. To maintain an Accrual Rate of 2%, Customer must have redeemed at least two-thirds (2/3) of the GCP Credits issued in the preceding Credit Accrual Period in the first 4 months of the subsequent Credit Accrual Period. In the event Customer has not met this redemption threshold, Google reserves the right to reduce the Accrual Rate by 0.5% in each subsequent Credit Accrual Period, provided that the Accrual Rate will always be least 0.5%. In its reasonable discretion, Google may later increase the Accrual Rate in any subsequent Credit Accrual Period.

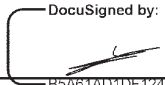
3. Game Launch Services.

- A. Game Launch Credits. Each calendar year during the Term, Customer will be eligible to receive \$160,000.00 in credits that may only be applied towards Game Launch Services ("Game Launch Credits"). Such credits will expire 12 months after issuance.
- B. Notice. Customer must submit a written request to Google each Calendar year to receive its Game Launch Credits and Google will issue such credits within 180 days.

4. Eligibility and Termination

- A. Additional Terms. During the Term, Customer must comply with the terms of the Agreement, DDA, and Play Addendum. Google may terminate Customer's eligibility in this program at any time if it reasonably believes Customer is not in compliance with any of the foregoing.
- B. Termination. This Addendum will terminate immediately upon any termination of the DDA or Play Addendum.
5. Miscellaneous. All other terms of the Agreement remain unchanged and in full force and effect. If the Agreement and the Addendum conflict, the Addendum will govern. The terms of this Addendum are considered Confidential Information under the Agreement. This Addendum is subject to the "Governing Law" section in the Agreement. In the event an entity other than Google LLC entered into the Agreement with Customer, Google LLC represents that it is authorized to enter into this Addendum by the respective Google contracting entity in the Agreement.

Signed by the parties' authorized representatives on the dates below.

CUSTOMER: RIOT GAMES, INC.	GOOGLE
By: 	By:
Name: Nicolo Laurent	Name:
Title: CEO	Title:
Date: 3/9/2020	Date

Schedule A - Credit Accrual Periods & Expiry

Credit Accrual Period	Credit Issuance Date	Credit Expiration Date
December 1, 2019 - May 31, 2020	July 1, 2020	July 1, 2021
June 1, 2020 - November 30, 2020	January 1, 2021	January 1, 2022
December 1, 2020 - January 31, 2021	July 1, 2021	July 1, 2022

Google Ads Credits Addendum

This Google Ads Credits Addendum ("**Ads Credits Addendum**") is entered into by and between Google LLC ("**Google**") and Riot Games, Inc. ("**Company**"), pursuant to that certain Addendum to the Google Play Developer Distribution Agreement, by and between Google LLC, Google Ireland Limited, Google Commerce Limited and Google Asia Pacific Pte Limited, on the one hand, and Riot Games, Inc. on the other hand ("**Play Addendum**"). Company's receipt of Google Ads credits under this Ads Credits Addendum ("**Ads Credits**") will be governed by (a) the Google Advertising Program Terms that are in effect between Google and Company, or if no Google Advertising Program Terms are in effect, the standard Google Advertising Program Terms located at <http://www.google.com/ads/terms> (as applicable, the "**Ad Terms**," or the "**Terms and Conditions**") and (b) the provisions herein.

Any capitalized terms not defined in this Ads Credits Addendum have the meanings assigned to them in the Terms and Conditions. Except as modified by the terms herein, all of the provisions of the Terms and Conditions will remain in full force and effect. For clarity, and without limiting the foregoing, the governing law and dispute resolution provisions of the Ad Terms will apply to this Ads Credits Addendum.

1. In order to be eligible for Ads Credits, Company must, using either Google Ads App Campaigns or Google Ads App Campaigns for Engagement, (a) promote a new game title launch, which title launched on Google Play within the 12 months preceding the Effective Date or will launch on Google Play during the Term, (b) promote a major update to an existing game title (e.g., materially changes or enhances the gameplay and/or game logic), which update launched on Google Play within the 12 months preceding the Effective Date or will launch on Google Play during the Term, or (c) promote an existing game title launched on Google Play in countries where Company has not significantly invested in promoting such game title, as measured by relative promotion spend and/or installations (each, a "**Qualifying Campaign**").
2. All Qualifying Campaigns will be mutually agreed by the parties. Company must notify Google of the applicable CIDs and Campaign IDs for the campaign(s) in writing, and Google must provide written confirmation thereof, in advance of the Ads Credits accrual period. Unless and until Company receives Google's prior written confirmation, the applicable campaign will not be deemed a Qualifying Campaign, and Company's spend in connection therewith will not be eligible for Ads Credits hereunder. For purposes of this Ads Credits Addendum, only 10 CIDs will be eligible for Ads Credits, or such other number of CIDs as may be mutually agreed by the parties in writing (email sufficient).
3. In the event Company launches one or more Qualifying Campaigns, for every \$3.00 Company spends collectively with respect to such Qualifying Campaign(s), Company will earn \$1.00 in Ads Credits to be applied against a future Google Ads invoice for such Qualifying Campaign(s) (an "**invoice**").
4. Company may earn Ads Credits as described in this Ads Credits Addendum in connection with Company's total spend for all Qualifying Campaigns, up to \$10,000,000 of Ads Credits during the Term.
5. Ads Credits earned in a given month may be applied to an invoice for the immediately following calendar month, or any month thereafter, provided that such Ads Credits will expire 3 months after the month in which such credits were earned ("**Expiration Date**"). In the event the amount of Company's Ads Credits exceeds the amount of the invoices upon the Expiration Date for such Ads Credits, Company may only receive a credit equal to the amount of such invoices. For example, if Company receives \$9.00 in Ads Credits for the month of July, but Company's invoices come October only amount to \$5.00, Company may only receive a credit equal to \$5.00, and the remaining \$4.00 in Ads Credits will expire at the end of October.

6. Beginning on the Effective Date, and unless earlier terminated in accordance with the Ad Terms or the terms of this Ads Credits Addendum, Company may earn Ads Credits for Qualifying Campaigns until 12/31/2020 (the "**Term**"). For clarity, the Expiration Date for Ads Credits earned through 09/30/2020 will be the earlier of, (a) 3 months after they were earned pursuant to Section 5 above, and (b) 12/31/2020.
7. All currency values under this Ads Credits Addendum, including those related to total spend and Ads Credits earned, will be based on Google's financial records or data.
8. Without limiting the terms of the Ad Terms or the Play Addendum, if the Play Addendum terminates in accordance with its terms, this Ads Credits Addendum will automatically terminate upon written notice from Google.

IN WITNESS WHEREOF, Google and Company have executed this Addendum by persons duly authorized as of the dates below, with an effective date of February 1, 2020 ("**Effective Date**").

Riot Games, Inc.By:  DocuSigned by:

Print Name:

Nicolo Laurent

Title:

CEO

Date: 3/9/2020

Google LLC

By:

Print Name:

Title:

Date:

Certificate Of Completion

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Tony Yoeung

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Los Angeles, CA 90064

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Signer Events

Nicolo Laurent

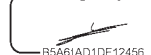
[REDACTED]@riotgames.com

CEO

Riot Games

Security Level: Email, Account Authentication
(None)**Signature**

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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Shari O'Donnell

[REDACTED]@riotgames.com

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